



City of Norfolk

RFP 5156-0-2017/DT

Rent Ready Norfolk's Mobile-Friendly Website and/or Mobile Application

Issuing Office: Office of the Purchasing Agent

Attn: Darlene Thomas, Buyer II

232 E. Main Street, Suite 250

Norfolk, VA 23510

V: 757-823-4589

Darlene.Thomas@norfolk.gov

Issued:

RFP OPENING DATE AND TIME: November 15, 2016

2:00 p.m. Eastern Time

PRE-PROPOSAL CONFERENCE DATE AND TIME: October 27, 2016

2:00 p.m. Eastern Time

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFERORS PROPOSAL.

Offeror Legal Name:	
Offeror Address:	
Virginia State Corporation Commission Number:	
Offeror Contact Name:	
Offeror Contact Email Address:	
Offeror Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact Email:	
Authorized Agent Contact Phone:	
Date of Proposal:	

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SECTION I – PURPOSE, SCOPE OF SERVICES AND CURRENT TECHNOLOGY AND ENVIRONMENT INFORMATION

A. Purpose:

The purpose of this RFP is to obtain an agreement for the development, maintenance, and hosting of a mobile-friendly website and/or mobile application for the Department of Neighborhood Development's program, Rent Ready Norfolk— a comprehensive program designed to increase the number of viable residential rentals in the City. The mobile app shall be developed and operational within sixty (60 days). The City desires to include ongoing hosting, maintenance, and support of the mobile application until canceled by the City or successful offeror.

B. Scope of Services:

The scope of work to address the above stated purpose is as follows:

Developing a Performance Rating System: Fashioning Rent Ready Norfolk is the performance rating system. The performance rating system shall assist the user with locating a certified residential rental, a property that has gone through the required steps of the program. The required steps and/or the features that allow a property to become Rent Ready are as follows:

- **Quality Assessment:** an assessment of the exterior, interior, and common area of a residential rental.
- **Rental Academy:** a series of instructor led courses that will educate the property manager and/or landlord about the maintenance of residential rental properties, attracting and maintain renters, and how to be good neighbors.
- **Emergency Notification Database:** a database designed to notify the residential rental property owner or local designated agent immediately of life and safety emergencies occurring at or near their property.

Key components of the performance rating systems, website and/or mobile application, shall include the following:

- **User-friendly interface:** The interface shall be easy for the user to navigate.
- **User View:** The user view shall allow the user of the mobile-friendly website the ability to locate a certified residential rental property.
 - The view shall allow the user to navigate a map, with City of Norfolk open GIS layers searchable addresses, blocks, or street names.
 - The selected property shall reveal the following data on a Rent Ready Norfolk Property:
 - ✓ Rent Ready Norfolk Certified
 - Quality Assessment Score
 - Completion of Rental Academy
 - Emergency Notification Information
 - ✓ Property Pictures
 - ✓ Property Features
 - ✓ Street Address
 - ✓ Reviews (**associated with current residents only**)
 - ✓ Contact Information of property managers and/or landlords

✓ Neighborhood Features

- **Administrator View:** The administrator view shall include the user view as well as a back-end view of the website that allows the administrator to complete the following task(s)
 - ✓ Updating property information
 - ✓ Certifying and re-certifying properties
 - Quality Assessment Score
 - Completion of Rental Academy
 - Emergency Notification Information
 - ✓ Updating and uploading pictures
 - ✓ Updating property features
 - ✓ Updating neighborhood features
 - ✓ Updating contact information
 - ✓ Generating reports as related to
 - Rent Ready Norfolk Certified Properties
 - Expiring Rent Ready Norfolk Properties
 - Reviews: Positive and Negative Reviews
 - Quality Assessment Scores
 - Rental Academy Information
 - Emergency Notification Information
- **Communication between systems:** The performance rating system shall be able to communicate with predetermined city datasets using common Application Programming Interfaces (API) including but not limited to: Representation State Transfer (REST) and Simple Object Access Protocol (SOAP).
 - Datasets may include information related permitting, code enforcement, and real estate.
 - Updates shall be performed daily to the performance rating system to ensure the accuracy of the data.

Maintaining the Performance Rating System

Data related to the performance rating system shall be *hosted* and *maintained by the offeror*, but the city shall have access to all the data and own the data. Access to the data shall be obtained through REST and/or SOAP APIs.

Upgrading the Performance Rating Systems

As Rent Ready Norfolk develops and expands from its pilot phase, the mobile-friendly website and/or mobile application will need to be upgraded to incorporate features needed for a renter to successfully select a property and to assist landlords with marketing their property or properties to interested renters.

Maintenance and Support

Provide a summary of the types of service level support plans that are offered and breakdown of services and costs

C. Current Technology and Environment Information:

The City's Department of Communications and Technology ("ComTech") reviews and updates the standards of acceptable and supported computers, printers, servers, network equipment, database management systems, telephony equipment, and software on an on-going basis.

The City current Content Management System (CMS) was developed and is maintained CivicPlus.

The standards as of the issue date of this RFP are listed below.

1. The network protocol is TCP/IP.
2. Select models of Cisco brand routers: (800/1900/2900 ISR and 6500 Branch series), switches (2960C Campus LAN Compact series, 2960X Campus LAN Access series, and 6500-E Campus LAN Core/Distribution series), firewalls (ASA 5500-X NG series), and wireless access points (2600/3700 series).
3. Select models of Cisco voice and video network equipment are also standardized.
4. The local network topology is 10/100/1000 MB switched Ethernet, running on CAT6 twisted pair copper cabling, 50 um multimode or single mode fiber optic cable. The wide area/metro network has multiple connection methods, including owned/leased T1 services, Hybrid Fiber Copper/Transparent LAN Services (HFC/TLS), Fast Ethernet and Gigabit Ethernet services at various shaped bandwidths, and an OC-192 Institutional Network (I-Net).
5. The operating system for servers is Windows Server 2012 R2 (preferred) or Windows Server 2008 R2. All new servers must run the Windows 2012 R2 or 2008 R2 operating system as a virtual server following a virtualized philosophy using the City's VMware vSphere 5 environment unless there are technical reasons requiring dedicated hardware and exempted by the City's technical staff.
6. If agreed upon by the City's technical staff that a virtual server is not adequate, server hardware is HP Proliant DL360 or DL380 rack mount servers for dual processor server computing and HP DL580 rack mount servers for quad processor server computing.
7. All servers reside in one of the City's three data centers following a centralized philosophy unless there are technical reasons requiring servers to be installed at other facilities and exempted by the City's technical staff.
8. The server databases are Microsoft SQL Server 2014 (preferred) or Microsoft SQL Server 2012 SP2, or Microsoft SQL Express 2012 SP2 or higher. All new server databases must run the appropriate operating system as identified above, and may require dedicated server hardware, or operate and reside on a server shared with other SQL instances, or operate and reside on a virtual server.
9. The final configuration of all new servers and databases, including their physical and logical placement, are subject to the approval of the City's technical staff.
10. The anti-virus software is the most current version of Symantec Endpoint Protection for the Microsoft operating systems and Sophos for the Apple Macintosh operating systems. All new application and database servers, workstations, laptops, tablets, etc. are required to operate a copy of the appropriate anti-virus software.
11. Centralized Storage Area Network (SAN) storage is available and preferred when appropriate. It consists of an 8Gbps Fiber Channel SAN attached to an IBM XIV Storage Subsystem and used for all mission critical storage systems and VMware storage.
12. There is a centralized enterprise class backup system that is located approximately one mile outside of the City's main data center. This backup system uses the Avamar backup system to perform remote backups and storage every evening.

13. Virtual Private Network (VPN) connections will not be used to or from the City's network.
14. City standard for Web servers is Microsoft Internet Information Server (IIS) latest version.
15. No hardware-based licensing keys are acceptable (examples: dongles and USB licensing keys)
16. Application software must not require a user to be logged on to the desktop to run and operate. Application software must run as a service or similar technology.
17. Client/server application development environment is Visual Basic .Net.
18. The Web-enabled development standard is Visual Basic .Net; however, other application specific tools are used.
19. New desktop hardware and operating system software is:
 - a. Dell OptiPlex 3020 small form factor Intel Core i5 4590 Processor (Quad Core, 3.3GHz) w/Intel integrated graphic video, integrated Gigabit Ethernet network interface card, integrated sound card, 8GB DDR3 RAM and internal speaker
 - b. Windows 7 Professional x64 SP1 (Windows 10 will be installed in 2016)
 - c. 8X DVD-ROM
 - d. 19" Dell FP LCD Monitor
 - e. 500GB hard drive (7200 RPM)
20. New desktop application software is:
 - a. Microsoft Office 2013 Professional (Office 2016 Professional will be installed in 2016)
 - b. Internet Explorer 11.0 for Web-browser capabilities (there are some earlier versions for application compatibility)
 - c. Microsoft Edge is not yet an approved web-browser
 - d. Google Chrome
21. New laptop hardware and operating system software is:
 - a. Dell Latitude E5550 with Intel Core i5-5300M (2.30Ghz), w/Intel HD Graphics 5500 video, integrated Intel Gigabit Ethernet network interface card, integrated sound card, 8.0 GB DDR3-1600MHz SDRAM, and built-in speakers
 - b. Windows 7 Professional x64 SP1 (Windows 10 will be installed in 2016)
 - c. External USB DVD-ROM Drive
 - d. 15.0" Wide Screen anti-glare LED-backlit screen
 - e. 500 GB hard drive (7200 RPM)
 - f. Intel Dual Band Wireless-AC 7265 internal wireless adapter
22. New laptop application software is:
 - a. Microsoft Office 2013 Professional Suite (Office 2016 Professional will be installed in 2016)
 - b. Internet Explorer 11.0 for Web-browser capabilities (there are some earlier versions for application compatibility)
 - c. Microsoft Edge is not yet an approved web-browser
 - d. Google Chrome

23. Two current ruggedized laptop hardware and operating software standards:
- a. Getac F110 Tablet with Intel i5-4300U 1.9GHz processor, 3MB cache, 8GB DDR3 RAM, 128GB SSD, 800 NITs LumiBond touchscreen display, dual batteries, 802.11AC wireless, Bluetooth, 4G LTE (Verizon/AT&T), tri pass-thru (WWAN/WLAN/GPS), GPS
 - i. Windows 7 Professional SP1
 - ii. Screen protector with AG&AR technology
 - iii. iKey keyboard
 - iv. F110 bracket with hand strap
 - v. Tri pass-thru vehicle dock & port replication
 - vi. LIND 12-32V DC vehicle adapter/charger
 - vii. LIND power supply mount
 - viii. Quick release slide for keyboard mounting plate
 - ix. Monitor and keyboard mount combination
 - b. Panasonic CF-30 with Intel Core 2 Duo – 1.60 GHz L9300, 13.3” touch screen XGA display, 10/100/1000 integrated Ethernet, integrated sound card, 4 GB RAM and internal speakers
 - i. Windows 7 Professional SP1
 - ii. DVD /CD-RW combo drive
 - iii. 160 GB hard drive (5200 RPM)
 - iv. 802.11 a/b/g wireless Ethernet adapter
 - v. Dual RF pass-through Antenna Connector
 - vi. Integrated GPS
 - vii. Verizon EVDO wireless capable
 - viii. Backlit keyboard
 - ix. AC Panasonic Port Replicator (CF-VEB272A2W)
 - x. Vehicle dock with power supply
 - xi. Mounting plate
24. Current IVR systems:
- a. Teleworks eVision Admin 5.5.8.0, eVision Server 5.5.66, 24 Ports
 - b. VoicePermits (Selectron Technologies Inc.)
25. PBX Telephone System software is Avaya & CISCO CUCM:
- At the time of installation, the Vendor shall conform to reasonable upgrades to the standards for network operating systems, communications system, databases, new desktop hardware and operating system software, and new desktop application software.

26. Communications:

- a.** All wired devices are located in facilities that are connected to the network on at least a cable modem using HFC/TLS services with minimum bandwidths of 1.5Mb upstream and 1.5Mb downstream and all are managed by the City. All others use a variety of communication bandwidths ranging from T-1 to OC-192 capacity.
- b.** Wi-Fi wireless devices use the IEEE 802.11 b/g/n/ac standards.
- c.** Broadband wireless devices use the 3G or 4G Verizon Wireless CDMA standards. Unless specifically exempted by the City's technical staff, only imbedded 3G or 4G Verizon Wireless CDMA modems are permitted on mobile devices that will operate on the City's private Verizon Wireless provided mobile network.

27. Cable

- a.** Voice- Category 6 for DATA / 5e or higher for Voice UTP (unshielded twisted pair)
 - i. Frequency- 100 MHz
 - ii. Conductors - 4 pair - 24 AWG Solid
 - iii. Color – Blue (preferred)
- b.** Data- Category 6 UTP (unshielded twisted pair)
 - i. Frequency - 250 MHz
 - ii. Conductors - 4 pair - 24 AWG Solid
 - iii. Speed rating – 100 Mbps plus.
 - iv. Color – Yellow (required)
- c.** CATV- RG6 Coax with greater than or equal to 90% braid.
- d.** Fiber
 - i. Multimode 50-micron with ST connectors
 - ii. Multimode OM3 with LC connectors
 - iii. Singlemode – 8.5 micron with SC connectors
 - iv. Other specifications – per job requirements.

28. Connectors

- a.** Office termination- OCC 110 Connect System - 568B
 - i. Voice - Cat 5e modular jack, OCC# UMJEFSB-XX* XX* = 01 – Ivory or match faceplate or Cat 6 modular jack, OCC # UMJA6-XX* XX* = 01 – White bezel or Leviton 61110-RL6.
 - ii. Data - Cat 6 modular jack, OCC # UMJA6-XX* XX* = 08 – Orange bezel or Leviton 61110-RL6.
 - iii. Faceplate - 2 port - OCC # FP02-XX* or Leviton 41080-2IP; 4 port - OCC # FP04-XX* or Leviton 41080-4IP.

** XX denotes color 00= Electrical Ivory 01= Office White*

- b.** Telco closet termination- 3/4" plywood (painted) base `

- i. Voice - wall mounted 110 blocks
- ii. Data Racks:
 - 1) 19" equipment racks (to be determined by job)
 - 2) Hubbell RE4x wall mount cabinet
 - 3) Modular jack patch panel Cat 6(568B)
 - 24 port -OCC# DCC2488/110SIX
 - 48 port - OCC # DCC4888/110SIX
 - 24 port – Leviton # 49256-H24
 - 48 port – Leviton # 49256-H48
 - 4) Cable management panels- OCC # CM302
 - a. CATV – RG6 “F” connectors

SECTION II – INSTRUCTIONS TO OFFERORS

A. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

B. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, shall consult the City's Procurement website www.norfolk.gov/purchasing.

C. Pre-proposal Conference:

There will be a pre-proposal conference on October 27, 2016 at 2:00 pm at 232 E. Main Street Suite 250 in Norfolk VA.

D. Questions and Addenda:

Offerors shall carefully examine this RFP and any Addenda. Offerors are responsible for seeking clarifications of any ambiguity, conflict, omission, or other errors in this RFP in writing. Questions shall be addressed to Darlene Thomas, at Darlene.thomas@norfolk.gov. If the answer materially affects this RFP, the information will be incorporated into an Addendum and posted on City's Procurement website www.norfolk.gov/purchasing. This RFP and any Addenda shall be incorporated by reference into any resulting Agreement. Offeror is responsible for checking Issuing Office or the City's Procurement website www.norfolk.gov/purchasing within 48 hours prior to the proposal closing to secure any Addendum issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Addendum from the Issuing Office.

All questions shall be submitted no later than 5:00pm EST on November 4, 2016. Questions received after that time will not be considered. The answers to questions submitted will be provided in an Addendum which shall be posted on November 9, 2016. Subsequent Addendas will be posted as needed.

E. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

F. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

G. Ethics in Public Contracting:

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled “ETHICS IN PUBLIC CONTRACTING,” including the additional statutes set forth in § 33.1-86 thereof, which are attached. The offeror shall abide by such provisions in submission of its proposal and performance of any contract if awarded. See Attachment B.

H. Nondiscrimination:

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in the Code of the City of Norfolk Section 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

I. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

J. Compliance with Federal Immigration Law:

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

K. Authorization to Transact Business in the Commonwealth

Contractor shall certify that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

L. Schedule of Events:

Event	Date
RFP Issued	October 21, 2016
Pre-proposal Conference	October 27, 2016 @ 2:00 PM EST
Question Deadline	November 4, 2016 @ 5:00 PM EST
Question Addendum	November 9, 2016 @ 5:00 PM EST
Proposals Due	November 15, 2016 @ 2:00 PM EST
Executed Contract	December 15, 2016– January 1, 2017
Contract commences	December 15, 2016 – January 1, 2017

M. Proposal Submission:

Proposals meeting the requirements set forth in Section IV shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this RFP to:

City of Norfolk, Virginia
Office of the Purchasing Agent
Suite 250
232 E. Main Street
Norfolk, Virginia 23510

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be not be accepted.

N. Preparation of Proposals:

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work and the Submittal Requirements set forth in Section IV. It is solely the offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the format set forth in Section IV and to include the required information could result in a poor evaluation of the offeror's proposal. The City reserves the right to determine if a proposal is incomplete.

O. Proprietary Information/Non-Disclosure:

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall: invoke the protections of this section prior to or upon submission of the data or other materials, provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act ("VFOIA"). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

P. Exceptions to the City's Contractual Terms and Conditions

Identify any exceptions to the City's Contract Terms and Conditions (set forth in Section III), including any proposed revision(s), and an explanation of why any such revision is needed. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP.

Q. RFP Closing

Offeror shall ensure its proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time will not be considered and will be returned to the Offeror unopened.

R. Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

S. Cost incurred in Responding:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

T. Disposition of Proposals:

On receipt by the City, all materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and subject to the Virginia Freedom of Information Act ("VFOIA") provisions.

U. Proposal Evaluation Process:

Evaluation of proposals will be within the discretion of the City. It is the intent of this RFP that all services be provided complete in all respects without need by the City to engage separate technical expertise of services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
Introduction to Offeror	20
Experience Providing Similar Services	30
Approach and Capacity	30
Price	20
TOTAL	100

Pricing will be evaluated objectively. The City will compute the total of 20 points for pricing with the following equation:

$$\begin{aligned} &\text{lowest/individual totals} = X \\ &X(.20) \\ &= \text{point number received for price} \end{aligned}$$

V. Presentations:

If, in the City's opinion, offeror presentations or demonstrations of the proposals are warranted, the City will notify the selected offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror. Travel will be at the offeror's expense.

W. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the Offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to cancel the solicitation and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors shall submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals shall be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarifications requested as needed by the Office of the Purchasing Agent.

X. Protests:

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

Y. Cooperative Procurement:

The procurement of goods and/or services provided for in the resulting contract is being conducted pursuant to Virginia Code § 2.2-4304. Therefore, the successful offeror agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to the resulting contract or from this procurement and in accordance with Virginia Code § 2.2-4304. The City of Norfolk shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful offeror or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the successful offeror."

SECTION III – CONTRACT TERMS AND CONDITIONS

TERM AND/OR TIME OF PERFORMANCE

The term of the Agreement shall be for one (1) years commencing on December 15, 2016 and ending December 14, 2017, and include ongoing hosting, maintenance, and support of the mobile application until canceled by the City or successful offeror by issuing a thirty (30) day written notice. The mobile app shall be developed and fully operational to the satisfaction of the City within sixty (60) days).

INSURANCE REQUIREMENTS

Contractor will maintain during the term of the Agreement insurance of the types and in the amounts described below. All insurance policies affected by the Agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability and automobile/vehicle liability policies will include the City of Norfolk, Va. and its employees as "Additional Insured", and be written as an "occurrence" base policy. If the Contractor fails to maintain the insurance as set forth in the Agreement, the City has the right, but not the obligation, to purchase such insurance at Contractor's expense

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such policies will be at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE that will protect the Contractor against legal liability from alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Contractor's duties and obligations under this contract, and for two years thereafter, whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance are \$1,000,000 each occurrence, \$2,000,000 aggregate.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE

CONTRACTOR will furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in Paragraphs _____ of the Agreement. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required in Paragraph _____ above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of the Agreement.. If the Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of the Agreement/Contract, the CONTRACTOR will furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of the Agreement. Failure of the City, and, or the City's designated agents for this Contract/Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in this Contract/Agreement.

INDEMNIFICATION

The Contractor shall indemnify and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit. This paragraph shall survive the expiration or termination of the Agreement.

APPROPRIATION OF FUNDS

Compensation pursuant to performance under the Agreement shall be subject to appropriation by the Council of the City of Norfolk. The City shall not incur any obligation or liability under the Agreement beyond the funds appropriated for such obligation or liability in any fiscal year in which the Agreement is in effect. Funds are certified for the first year of the Agreement. On or before July 1 of each succeeding Contract Year during the term of the Agreement, the Director of Finance shall certify the funds for that Contract Year. If such funds are not available and/or appropriated, the City may cancel the Agreement without incurring any liability and/or damages of any type to the Contractor. Any such cancellation may be by a written notice from the City to the Contractor.

PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by any subcontractor under the Agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under the Agreement; or

- b. Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the City for work performed by the subcontractor under the Agreement, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of the Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the City. A Contract modification or Amendment to the Agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The City shall not be held responsible for failure to perform its duties and responsibilities imposed by the Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the City that make performance impossible or illegal, unless otherwise specified in the Contract.

CITY OF NORFOLK BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 24 ("Licenses and Taxation") of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to the Agreement, the Contractor must contact the City of Norfolk Business License Division, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

DEFAULT AND TERMINATION

If Contractor fails or refuses to perform any of the terms of the Agreement, including poor services, work or materials, the City may, by written notice to Contractor, terminate the Agreement in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SUSPENSION OR TERMINATION OF AGREEMENT BY CITY

The City, at any time, may order Contractor to immediately stop work on the Agreement, and/or by thirty (30) days written notice may terminate the Agreement, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing the Agreement whether completed or in process (unless otherwise directed by the notice).

- A. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Agreement obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise.
- B. Should the Agreement be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
- C. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under the Agreement and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

ASSIGNMENT

Contractor shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under the Agreement to any other person, firm, partnership, company, or corporation without the previous consent in writing of the City.

INDEPENDENT CONTRACTOR

Contractor shall at all times act as an independent contractor in the performance of the Agreement. Neither Contractor nor its employees or agents shall represent themselves to be, or be deemed to be, employees of the City.

SEVERABILITY

If any provisions of the Agreement are held to be unenforceable, the Agreement shall be construed without such provisions.

WAIVER

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

CHANGES

The Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

GOVERNING LAW AND VENUE

The Agreement is made under and shall be construed according to the laws of the Commonwealth of Virginia. Venue, in the event of litigation, shall be in City of Norfolk.

ETHICS IN PUBLIC CONTRACTING

Contractor hereby certifies that it has familiarized itself with §§33.1-86 through 33.1-93 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting," and further that all amounts received by Contractor, pursuant to the Agreement are proper and in accordance therewith.

NONDISCRIMINATION

In the performance of the Agreement, Contractor agrees that it will adhere to the nondiscrimination requirements set forth in §33.1-53 of the Code of the City of Norfolk, Virginia, 1979, as amended.

DRUG FREE WORKPLACE

During the performance of the Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by the City, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. As a condition of continued service on the contract, any Contractor personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

COMPLIANCE WITH FEDERAL IMMIGRATION LAW

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

Contractor hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

SECTION IV– PROPOSAL SUBMITTAL REQUIREMENTS

A. General:

Proposals must be submitted as one (1) hard copy containing an original longhand signature on the Proposal Cover Page, and four (4) additional copies, each including a photocopy of the original signed Proposal Cover Page (five (5) copies total), and one (1) electronic CD copies. Copies shall not deviate in any way from the original. The Cover Page must be signed by a person authorized to legally bind the offeror.

The Original Proposal and copies shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this RFP to:

City of Norfolk, Virginia
Office of the Purchasing Agent
Suite 250
232 E. Main Street
Norfolk, Virginia 23510

The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the RFP. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent. Pricing shall be submitted in a separate envelope.

B. Proposal Standards:

Proposal shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this RFP shall comply with the following guidelines:

All copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;

All copies shall be double-sided;

Covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);

The use of plastic covers or dividers shall be avoided;

Unnecessary attachments or documents not specifically asked for shall not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) shall be avoided; and

Proposals shall address the below areas, not exceeding the stated page limitations (if any). The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

C. Unnecessarily Elaborate Responses:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary nor desired by the City.

D. Format of Proposals

Offeror shall respond to this RFP with a written proposal in the format outlined below. The proposal shall include, at a minimum, the following sections, each under separate tabs: Numbered tabs and dividers are required for each of the sections listed and in the order below:

Additional instructions are in Section II of this RFP.

- I. RFP COVER PAGE
- II. EXECUTIVE SUMMARY
- III. EXPERIENCE IN PROVIDING SIMILAR SERVICE
- IV. APPROACH AND CAPACITY
- V. REFERENCES
- VI. PRICING
- VII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS
- VIII. ATTACHMENTS A, B, C, D, E, AND F, COMPLETED, SIGNED or INITIALED AS NECESSARY

Each element shall be completed and omissions shall be explained.

I. RFP COVER PAGE

Offerors shall complete the first page of the RFP, sign and submit with their proposal. Attachments to this RFP shall be filled and initialed or signed as necessary and submitted as part of proposals.

II. INTRODUCTION OF OFFEROR

The Offeror's proposal shall contain an executive summary that summarizes its overall capabilities and approaches for accomplishing the services specified herein. This summary shall also identify anticipated challenges and/or barriers to completion, cost saving opportunities and other creative approaches.

III. EXPERIENCE IN PROVIDING SIMILAR SERVICE

Offerors shall demonstrate their past experience with the scope of work: they shall submit two (2) completed samples of a Mobile Friendly Website and/or Mobile Application completed within the last three (3) years of the date of issuance of this RFP, for jurisdictions with population over 200,000 persons. Offeror shall also provide individual project names, client names, project scope, estimated cost, date of adoption or approval of project, and whether offeror was the contractor or a subcontractor.

Offerors shall also submit a listing of relevant projects completed within the last five (5) years by the proposed Project Manager (PM). Reference projects shall demonstrate applicable skills and experience to successfully complete the Scope of Work described in this RFP. This listing shall indicate:

- a. Project Name.
- b. Description of PM Role.
- c. Percentage of Time as related to the total worked on the Reference Project.
- d. For whom the work was performed, including Company Name, Contact Person and that person's email and phone number (inactive emails or phone numbers will result in a deduction of points).
- e. Proposed Cost and Final Billing Cost, provide reason(s) for cost variances

- f. Proposed number of days for completion and actual number of days for completion, provide reason(s) for variances.
- g. Links to an electronic copy of the plans and any other relevant information available electronically.

IV. APPROACH AND CAPACITY

Offeror shall detail the proposed approach to provide the requested services and capacity of current or future staff to meet the demands of the City. Offeror shall provide the credentials of the key program staff members and the manager's portfolio of experience, as well as an organizational chart which describes the division of responsibilities among the members of the staff. Offeror shall also provide all relevant certifications, include the names of subcontractors, their identification, their areas of expertise, and a description of how they will be used in performance of the services.

1. Approach and Methodology.

The Offeror shall:

- a. Detail its understanding of the scope of the project, its technical requirements, and the proposed methodology for delivery of services with particular emphasis on the development, maintenance, and hosting of a Rent Ready Mobile-Friendly Website and/or Mobile Application. Explain in detail the Performance Rating System's functional links, to include the ability to assess properties and the capability of uploading, deleting, and maintaining image quality. Explain in detail the ability to add, delete, or modify courses within the Rental Academy, and the various notification options available to property owners or designated agents for emergencies. Any information and data that the Offeror will require from the City must be identified in this section.
- b. Detail service and maintenance times, and support availability.
- c. Demonstrate experience working collaboratively with public and private stakeholders in a wide range of settings (i.e., one-on-one meetings, group meetings, teleconferences and formal presentations before elected or appointed bodies).

2. Work Plan.

The Offeror shall include a proposed timeline detailing all required major tasks and sub-tasks to be completed based on the Scope of Work. This description shall discuss how each task/deliverable will be completed and shall include a project management chart detailing all major tasks, sub-tasks, critical path items, total number of days from date of Notice to Proceed to final completion. This or another chart shall also include the estimated level of effort proposed for each task, including the staff to be assigned to that task, number of hours per person per task, total number of hours and other resources proposed by the contractor, including any incidentals such as travel and printing, to complete the Work. A final work plan will be negotiated with the City in accordance with the timeline for the Rent Ready Norfolk Website or Application.

The Offeror shall:

- a. Demonstrate experience preparing concise, well-written reports with supporting documentation and demonstrate experience preparing and presenting subject matter of reports and supporting materials in public presentations.
- b. The Offeror shall detail any concerns it may have in being able to successfully perform the Work and how it plans to mitigate any concern.

3. **Maintenance and Support**

Provide a summary of the types of service level support plans that are offered and breakdown of services and costs.

V. REFERENCES:

Provide names, addresses and telephone numbers of at least three (3) jurisdictions for whom your agency provided services as requested above in the past two (2) years, from the date of issuance of this RFP. At a minimum, offerors shall provide the following information: Name of an individual from that jurisdiction that can provide information regarding the quality of services provided by your firm; Contact person's email address, and phone number; and Description of the services provided by your firm for the client.

VI. PRICING: (Separate sealed envelope)

Offeror shall provide itemized pricing to reflect costs per deliverable per Element and shall also provide the total cost for the Work. Pricing shall be submitted in a separate sealed envelope.

Identify your organization's proposed fees for the "scope of services," to include development, testing, and Go-Live fees. Include any build-out and non-recurring costs as well as detailed monthly recurring costs.

Include annual hosting, maintenance and support cost beyond the initial warranty period.

VII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS:

Identify any exceptions to the City's Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: review of exceptions to the City's Contractual Terms and Conditions will not be performed during the evaluation of written proposal, and is therefore not part of the evaluation criteria for review of written proposals.

Each element shall be completed and omissions shall be explained.

ATTACHMENT A: ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that the Agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

Remaining page intentionally left blank.

ATTACHMENT B: ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. - Purpose.

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

Sec. 33.1-88. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-89. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- i. Submit a bid or proposal for that procurement or any portion thereof; or
- ii. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

State Law reference— Similar provisions, Code of Virginia, § 11-80.
Sec. 33.1-94—33.1-100. - Reserved.

Initial: _____

Remaining page intentionally left blank.

ATTACHMENT C: NONDISCRIMINATION

Sec. 33.1-53. - Employment discrimination by contractor prohibited.

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial: _____

Remaining page intentionally left blank.

ATTACHMENT D: DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Date:_____

ATTACHMENT E: COMPLIANCE WITH FEDERAL IMMIGRATION LAW

1. **CERTIFICATION.**

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name) _____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. **INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

**ATTACHMENT F: COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT
BUSINESS IN THE COMMONWEALTH OF VIRGINIA**

• **CERTIFICATION.**

A. The offeror (Please fill in with your enterprise's complete name)
_____ certifies that it is organized or authorized to transact
business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

B. Offeror that is not required to be authorized to transact business in the Commonwealth as
a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall
describe why it is not required to be so authorized:

II. **INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any
time prior to contract award, the offeror learns that its certification was erroneous when submitted
or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not
necessarily result in withholding of an award under this solicitation. However, the certification
will be considered in connection with a determination of the offeror's responsibility. Failure of
the offeror to furnish a certification or provide such additional information as requested by the
appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a
system of records in order to render, in good faith, the certification required by paragraph (a) of
this provision. The knowledge and information of an offeror is not required to exceed that which
is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact
upon which reliance was placed when making award. If it is later determined that the offeror
knowingly rendered an erroneous certification, in addition to other remedies available to the City,
the appropriate City purchasing official may terminate the contract resulting from this solicitation
for default.

Signature: _____
Name: _____
Title: _____